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**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re

MOTORS LIQUIDATION COMPANY, *et al.*,
f/k/a GENERAL MOTORS CORP., *et
al.*

Debtors.

Chapter 11

Case No. 09-50026

(Jointly Administered)

**LIMITED OBJECTION OF KEVIN HARVICK, INC.
TO REJECTION OF CONTRACT**

Kevin Harvick, Inc. (“KHI”) objects to the above-captioned debtors’ (the “Debtors”) proposed rejection of the Debtors’ executory contract with KHI. In support of this objection (the “Objection”), KHI states as follows:

BACKGROUND

1. Debtor General Motors Corporation (“GM”) and KHI are parties to a certain executory contract, the Motorsports Sponsorship Agreement, dated January 1, 2009 and amended as of January 29, 2009 (the “2009 Contract”), pursuant to which KHI agreed, among other things, to field teams of racing vehicles bearing the Debtors’ trademarks in the NASCAR Craftsman Truck Series and NASCAR Nationwide Series (the “Teams”) and GM agreed, among

other things, to provide financial and technical support and trademark licensing rights to the Teams.¹

2. Pursuant to the Notice of Debtors To (I) Assume and Assign Certain Executory Contracts, Unexpired Leases of Personal Property, and Unexpired Leases of Nonresidential Personal Property and (II) Cure Amounts Related Thereto, dated June 5, 2009, the Debtors designated the 2009 Contract as an Assumable Executory Contract.² As provided in the MPA, authorized by the Sale Order, and evidenced by the notice provided by the Debtors to KHI on <http://www.contractnotices.com> (which is attached hereto as **Exhibit A**), effective as of July 10, 2009, the Debtors assumed the 2009 Contract and assigned it to the Purchaser.

3. In the Debtors Fifth Omnibus Motion Pursuant to 11 U.S.C. § 365 to Reject Certain Executory Contracts, the Debtors have designated for rejection a Sponsorship Agreement between GM and KHI, dated January 1, 2007 (the “2007 Contract”). The 2007 Contract, however, has already expired by its terms.

ARGUMENT

4. KHI does not object to the Debtors’ rejection of the 2007 Contract. As of the date of the Debtors’ bankruptcy petitions, only one executory contract between the Debtors and KHI existed, the 2009 Contract. Effective as of July 10, 2009, the Debtors assumed that contract and assigned it to the Purchaser in accordance with the terms of the Sale Order. KHI has continued to perform its obligations to GM under the 2009 Contract. To the extent the Debtors seeks to reject the 2009 Contract, therefore, KHI objects. Neither Section 365 nor the Sale Order give the

¹ Supporting documentation respecting the Contracts is (i) in the possession of the Debtors; (ii) too voluminous to attach hereto; and (iii) confidential and may be obtained by contacting Garland S. Cassada, Robinson, Bradshaw & Hinson, P.A., 101 N. Tryon Street, Suite 1900, Charlotte, NC 28246, gcassada@rbh.com, (704) 377-2536.

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Notice.

Debtors the right to reject an Assumable Executory Contract once the Debtors have assumed such contract.

5. To the extent the Debtors seeks to reject the 2007 Contract, however, KHI does not object.

RESERVATION OF RIGHTS

6. KHI reserves all of its rights under the Bankruptcy Code and applicable nonbankruptcy law. In addition, KHI reserves the right to amend or supplement this Objection.

CONCLUSION

WHEREFORE, KHI respectfully requests that the Court (i) enter an order denying any attempt by the Debtors to reject the 2009 Contract; and (ii) grant KHI such other and further relief as the Court deems just.

Dated: August 12, 2009

Respectfully submitted,

ROBINSON, BRADSHAW & HINSON, P.A.

By: /s/ Garland S. Cassada _____

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